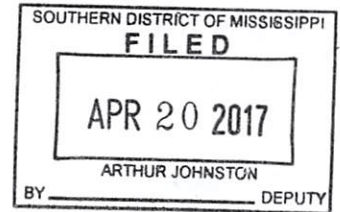


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION



BIG ROCK SPORTS, LLC

PLAINTIFF

VS.

CIVIL ACTION NO. 1:17cv117LG-RHW

GREEN CANYON OUTFITTERS, LLC
AND JAMES BRENNAN MARLOWE
AKA BRENNAN MARLOWE

DEFENDANTS

COMPLAINT

COMES NOW the Plaintiff, Big Rock Sports, LLC (hereinafter "Big Rock"), by and through its undersigned attorneys of record and files this, its *Complaint*, against the Defendants, Green Canyon Outfitters, LLC, a Mississippi Limited Liability Company, and James Brennan Marlowe a/k/a Brennan Marlowe, individually, and would state as follows:

PARTIES

1. The Plaintiff, Big Rock Sports, LLC, is a North Carolina corporation with its principal place of business in North Carolina. Big Rock Sports, LLC is not a citizen of the State of Mississippi for purposes of determining diversity of citizenship.
2. Defendant, Green Canyon Outfitters, LLC, is a Mississippi corporation with its principal place of business in the State of Mississippi. It may be served with process by service upon its registered agent, James Brennan Marlowe, 200 Camellia Street, Waveland, MS 39576.
3. Defendant, James Brennan Marlowe a/k/a Brennan Marlowe, is, upon information and belief, and adult resident citizen of Harrison County, Mississippi. He may be served with process at 522 East Railroad Street, Long Beach, Mississippi or wherever he may be found.

JURISDICTION

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 in that the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and there is complete diversity of citizenship between Big Rock and all Defendants.

VENUE

5. Venue is appropriate in this Court because the defendants reside in Harrison County, Mississippi and because the goods were received in Harrison County, Mississippi, which is in the Southern Division of the Southern District of Mississippi.

FACTS

6. Green Canyon entered into sales agreement with Big Rock pursuant to which Big Rock agreed to sell to Green Canyon certain products to be sold in Green Canyon's store location in Harrison County, Mississippi. A copy of the sales agreement is attached hereto as Exhibit "A". From time to time, from and after October 17, 2012, Green Canyon purchased products from Big Rock.
7. Pursuant to the terms of the sales agreement, Green Canyon was required to make payment on all invoices according to the terms of the agreement. A copy of a summary of the outstanding invoices due and owing by Green Canyon, which contains the due dates of each invoice, is attached hereto as Exhibit "B".
8. On or about November 29, 2016, Green Canyon and Big Rock entered into an Agreement (hereinafter the "Agreement") as a result of Green Canyon's failure to pay past due invoices. A true and correct copy of the Agreement, including the amendment to the same, is attached hereto as Exhibit "C" and is incorporated herein

by reference. Pursuant to the terms of the Agreement, Green Canyon owed to Big Rock the principal past due amount of \$409,000.00 as of November 28, 2016. Green Canyon agreed to pay to Big Rock via wire transfer \$300,000.00 to be received by no later than November 30, 2016. The remaining \$109,000.00 was to be paid within twelve (12) months at a rate of \$7,500.00 per month for eleven (11) months, with one (1) balloon payment of \$26,500.00. The monthly payments were to begin on January 2, 2017, with each subsequent payment becoming due on the 2nd of each month. The Amendment temporarily modified the due date for the monthly payments to the 4th day of each month otherwise the substance of the original agreement remained the same.

9. Green Canyon has failed to make any payments pursuant to the November 29, 2016 agreement, including the amendment thereto, creating a default of that agreement.
10. Big Rock has made demand upon Green Canyon for the total amount due of \$581,141.85, the latest demand having been made in writing dated March 6, 2017. A true and correct copy of this letter is attached hereto as Exhibit "D".

COUNT I

11. Big Rock adopts and realleges the allegations of paragraphs 1 through 10 of the Complaint.
12. Under the agreements between Big Rock and Green Canyon, Green Canyon owes Big Rock the sum of \$581,141.85, together with any interest accruing and other expenses allowed, including costs of collection.

COUNT II

13. Big Rock adopts and realleges the allegations of paragraphs 1 through 12 of the Complaint.
14. On or about July 24, 2013, Brennan Marlowe executed a Personal Guaranty pursuant to which he personally guaranteed any outstanding indebtedness for goods sold to Green Canyon by Big Rock. A true and correct copy of the Personal Guaranty is attached as Exhibit "E" and is incorporated herein by reference.
15. Pursuant to the terms of the Personal Guaranty, Marlowe agreed to pay all costs of collection incurred by Green Canyon including reasonable attorney's fees and interest incurred by Big Rock in the enforcement of its rights under the Personal Guaranty.
16. Marlowe has failed to pay Big Rock under the Personal Guaranty. Pursuant to the terms of the Personal Guaranty, Marlowe owes Big Rock the sum of \$581,141.85 (calculated as of March 6, 2017), plus reasonable attorney's fees, costs, and interest at the federal legal rate.

WHEREFORE, PREMISES CONSIDERED, Big Rock demands the following relief:

1. A judgment against Green Canyon in the principal amount of \$581,141.85 plus any expenses allowed against Green Canyon; and
2. A judgment against Marlowe individually in the principal amount of \$581,141.85 plus interest accruing until judgment, post judgment interest at the legal rate, and reasonable attorneys' fees and other costs of collection;
3. For such relief as this Court deems appropriate.

Respectfully submitted, this the 18th day of April, 2017.

BIG ROCK OUTFITTERS, LLC,
PLAINTIFF

BY:  _____

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